

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Agreement”) is delivered pursuant to the Closing under the Asset Purchase Agreement (the “Purchase Agreement”) dated as of July ____ 2015, by and among ProTom International, Inc. and ProTom International, LLC as the “Sellers” and _____, as the “Purchaser.” Capitalized terms used in this Agreement without definition have the respective meanings given to them in the Purchase Agreement.

Pursuant to the Purchase Agreement, the Seller has agreed to assign and the Purchaser has agreed to assume the Assumed Liabilities. The Purchaser and the Seller now seek to consummate the assignment and assumption of such Assumed Liabilities.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 -- Assignment and Assumption of Assumed Liabilities. The Seller hereby assigns, sells, transfers and sets over (collectively, the “Assignment”) to the Purchaser the Assumed Liabilities. The Purchaser hereby accepts the Assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of, and to pay and discharge when due, all of the Assumed Liabilities. Notwithstanding the foregoing, the Purchaser does not assume, or agree to pay, perform or discharge, any Liabilities of the Seller (including, without limitation, the Excluded Liabilities) other than the Assumed Liabilities, and the parties hereto agree that all such Liabilities, other than the Assumed Liabilities, will remain the sole responsibility of the Seller.

Section 2 -- General. This Agreement:

(a) is irrevocable and effective upon the Purchaser's signature to and delivery of a manually signed copy of this Agreement or facsimile or email transmission of the signature to this Agreement in connection with the Closing, if and only if the Closing is completed,

(b) benefits and binds the parties to the Purchase Agreement and their respective successors and assigns,

(c) does not modify or affect, and is subject to, the provisions of the Purchase Agreement and

(d) may be signed in counterparts as provided in Article 11.16 of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of the Purchase Agreement and the provisions of this Agreement, the provisions of the Purchase Agreement will control.

[Signature page follows.]

The undersigned have signed this Agreement on May 12, 2015.

[PURCHASER]

By:
[Name] [Title]

PROTOM INTERNATIONAL, INC.

By:
[Name] [Title]

AND

PROTOM INTERNATIONAL, LLC

By:
[Name] [Title]